

ODC-11

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
[Commercial Division]

AP-COM/600/2024

SREI EQUIPMENT FINANCE LIMITED
VS
YARICO AGENCIES PVT LTD

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 3rd September, 2024

Appearance:
Mr. Swatarup Banerjee, Adv.
Mr. Shaunak Ghosh, Adv.
Mr. Sariful Haque, Adv.
Mr. Rajib Mullick, Adv.
Mr. Biswaroop Ghosh, Adv.
...for petitioner.

The Court:- Despite substituted service, none appears for the respondent.

Upon hearing learned Counsel for the petitioner and going through the materials annexed to the application under Section 11 of the Arbitration and Conciliation Act, 1996, the Court is satisfied that the arbitration clause, i.e. clause 23 of the agreement between the parties, covers the dispute by way of a money claim now raised by the petitioner. As per the annexures to the application, a demand was duly made on June 27, 2023 and a notice under Section 21 of the 1996 Act was also served on the respondent, having been sent on September 7, 2023. Due to the lapse of 30 days after the receipt of the said notice by the respondent without any response from the respondent, there is no further hindrance in referring the matter to arbitration. As the respondent has not consented to the appointment of the Arbitrator as sought by the petitioner,

AP-COM/600/2024 is allowed, thereby appointing Justice Ashoke Kumar Dasadhikari (retired) as the sole Arbitrator to resolve the dispute between the parties, subject to a declaration being obtained under Section 12 of the Arbitration and Conciliation Act, 1996 from the said learned Arbitrator. The learned Arbitrator shall fix his own remuneration in consultation with the parties within the ambit of the 1996 Act and its Fourth Schedule.

(SABYASACHI BHATTACHARYYA, J.)

SK.